REMARKS

A. INTRODUCTION

Claims 13-26, 30, 38, 41-43, 52-53 and 55-56 are pending and rejected.

Claims 13-26, 30 and 38 are rejected under 35 U.S.C. § 112, second paragraph (Claim 26 is not specifically addressed in the Examiner's Answer, but Applicants assume it is rejected for the same reason as Claim 13). Claims 41-43, 52, 53, 55, and 56 are rejected under 35 U.S.C. § 102(e) in light of Barnett. Claim 38 is rejected under 35 U.S.C. § 103(a) in light of Barnett and the Examiner's Official Notice. Examiner's Answer, page 2.

Claims 27-29 are pending and contain allowable subject matter—no rejections are asserted against Claims 27-29. Examiner's Answer, pages 2, 8.

Claims 13-30 would be allowable if Claim 13 is rewritten or amended to overcome the rejection under 35 U.S.C. § 112, second paragraph. Examiner's Answer, page 3.

Applicants file this reply with a Request for Continued Examination after appeal but before decision on appeal. Applicants request withdrawal of the appeal and to reopen prosecution of the application before the examiner. 37 C.F.R. § 1.114(d).

Upon entry of this Amendment:

- Claims 13-30 and 70-94 will be pending
- Claims 38, 41-43, 52-53 and 55-56 will be cancelled without prejudice
- Claim 13 will be amended
- Claims 79-94 will be added
- Claim 13 will be the only independent claim

B. REQUEST FOR CONTINUED EXAMINATION (RCE)

This paper is being filed following the Examiner's Answer mailed October 31, 2006. A Request for Continued Examination (RCE), along with the appropriate fee, is being filed concurrently to ensure consideration of these remarks, and to request withdrawal of the appeal. Applicants maintain their traversal of all of the present rejections, and have elected to withdraw the appeal solely in order to pursue desirable embodiments while expediting allowance of the present application.

C. CLAIM AMENDMENTS

1. Claim 13 has been amended

No new matter has been added, and no amendment was made for reasons relating to patentability. A minor typographical error (an inadvertent repetition of "that") has been corrected.

2. Claims 38, 41-43, 52-53 and 55-56 have been canceled

Claims 38, 41-43, 52-53 and 55-56 have been canceled without prejudice. We submit that Claims 38, 41-43, 52-53 and 55-56 contain allowable subject matter, and that Claims 38, 41-43, 52-53 and 55-56 have been canceled solely in order to expedite issuance of the present application. We maintain our traverse of the Examiner's Section 112, 102, and 103 rejections of these claims, as explained in our previous Appeal Briefs. We intend to pursue the subject matter of the canceled claims in one or more continuing applications, and will address the rejections as necessary in such applications.

D. SECTION 112(2) REJECTION—INDEFINITENESS

We maintain our traverse of the Examiner's Section 112, second paragraph rejection of Claims 13-26 and 30 for indefiniteness.

We are grateful that the Examiner now has explained the basis for the indefiniteness rejection of Claim 13. Examiner's Answer, pages 6-7.

However, we traverse the Examiner's assertions that Claims 13-26 and 30 are "ambiguous" and that "the specification does require a relationship" between the recited first amount of funds and second amount of funds. In particular, we dispute the Examiner's determination that the example provided on page 22, lines 1-10 describes or limits the scope of all embodiments involving a *first amount of funds* and a *second amount of funds*. The embodiment of Claim 13 is properly described in the present disclosure.

According to the Examiner, the specification requires that the amount of funds provided to one vendor in Claim 13 must be derived from the amount of funds received from another vendor. The specification is not so limiting.

There is no "inconsistency" between Claim 13 and the specification that would render any claim language fatally indefinite, and certainly no error remotely as egregious as that found in In re Cohn. In Cohn, the court found that the applicant had defined "opaque finish" is a flat-appearing finish which is not obtained when an alkali metal silicate is used as a sealant. The claims, on the other hand, specifically called for sealing the oxide surface with an alkali silicate in order to ultimately obtain an "opaque appearance." Thus, in the claims the

applicant recited the exact opposite of his own definition in the specification of what an opaque appearance/finish is and how it is achieved.

In contrast, nothing in our specification establishes a definition of second amount of funds (or first amount of funds) that is fatally inconsistent with how those terms appear in Claim 13. To the contrary, various methods described in the specification allow for providing an amount of funds to a vendor, in which no relationship is necessarily present between the provided amount and a received amount.

For instance, numerous described methods allow for providing an amount of funds to a vendor, without requiring that any funds are received from another vendor, much less requiring that the provided amount of funds be derived from an amount of funds received from another vendor. See, e.g., FIG. 13 (1312) and original Claims 1 and 61-63. At page 18 the specification describes some examples of amounts of funds that may be provided to a vendor:

> If the customer accepted the offer, the controller 110 provides funds to the first vendor (step 1312). As described below, the funds provided to the first vendor may equal or exceed the amount of reduction in price of the customer's purchase. The controller 110 may provide funds a short time after the offer is accepted (e.g. substantially immediately). Alternatively, the controller 110 may provide funds periodically (e.g. in accordance with a periodic remittance cycle). For example, the controller 110 may maintain a running balance of funds owed to various vendors. At the end of the month, the controller would transmit the aggregate amount to the appropriate vendor or vendors. The step of providing funds may comprise crediting an account corresponding to the first vendor. Alternatively, providing funds may comprise initiating a transfer of funds (e.g. a "wire transfer") to an account corresponding to the first vendor.

Thus, in various embodiments the provided amount could be related to a reduction in price of a particular purchase, or may comprise an aggregate amount owed to a vendor (as described above). Accordingly, there is no basis for the Examiner's conclusion that an amount of funds provided to the first vendor in Claim 13 must be derived from an amount of funds received from another vendor.

Also, Claim 13 as originally filed recited the steps of receiving and providing the respective amounts of funds. As the original claims are a part of the specification, original Claim 13 itself is evidence that the specification does not require a relationship between the first and second amounts of funds. The scope of Claim 13 encompasses examples such as that noted by the Examiner, in which the second amount provided to one vendor is derived from an amount of funds

received from another vendor. Claim 13 also encompasses embodiments in which an amount of funds may be owed by a subsidizing vendor to a central service, for example. The central service receives the owed funds (the first amount), and the central service also provides an amount of funds it owes to another vendor (the second amount). There is no requirement that the amount received and the amount provided be related (although they could be). As recited in Claim 13, for example, a central service could be settling up with respective vendors. See, e.g., FIG. 500 (526), describing an amount owed to a vendor, and FIG. 700 (726), describing an amount owed by a subsidizing vendor. There is no requirement that the respective amounts owed need be derived from one another.

In summary, the Examiner has interpreted the disclosure too narrowly in finding that if an amount of funds is received from a vendor and an amount of funds is provided to another vendor, the provided amount must be derived from the received amount. To the contrary, numerous embodiments of the present invention allow for providing an amount of funds to a vendor, without any requirement as to the source or derivation of the amount of funds. The language of Claim 13 is not fatally inconsistent with the specification, and the scope of Claim 13 is not unreasonably clear. The Examiner has not established a prima facie case of indefiniteness of any of Claims 13-26 and 30.

We respectfully request reconsideration of the indefiniteness rejections of Claims 13-26 and 30.

E. CLAIMS 27-29 CONTAIN ALLOWABLE SUBJECT MATTER

No rejections are asserted against Claims 27-29. Accordingly, Claims 27-29 contain allowable subject matter in their present form and scope.

F. NEWLY-ADDED CLAIMS CONTAIN ALLOWABLE SUBJECT MATTER

Newly-added Claims 70-94 all depend from Claim 13 and contain allowable subject matter. Specifically, Claim 13 is deemed allowable but for the Examiner's indefiniteness rejection, which we have traversed above. Some of the new claims provide for explicit relationships between the recited first and second amounts of funds.

For at least the reasons stated herein, we respectfully submit that new Claims 70-94 are allowable.

G. CONCLUSION

It is submitted that all of the pending claims (Claims 13-30 and 70-94) are in condition for allowance. The Examiner's early re-examination and reconsideration are respectfully requested.

If the Examiner has any questions regarding this amendment or the present application, the Examiner is cordially requested to contact Michael Downs at telephone number (203) 461-7292 or via electronic mail at mdowns@walkerdigital.com.

Respectfully submitted,

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